

MAY 02 1975 -4 35 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of April 25, 1975, among National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Lessee"), Manufacturers National Bank of Detroit, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of January 1, 1975 (the "Lessor") and Federal Financing Bank (the "Lender").

WHEREAS, the Lessee and the Lessor desire to amend the Equipment Lease, dated as of January 1, 1975 between the Lessee and the Lessor (the "Lease") to provide for a change in the Term Lease Commencement Date and to provide for a change in the payment dates for installments of Periodic Rent under Section 2.2 thereof as hereinafter set forth;

WHEREAS, the Lessee and the Lessor desire to amend the Lease to provide for a change in the amount of the installments of Periodic Rent in respect of each semiannual rental period under Section 2.1(b) thereof as hereinafter set forth;

WHEREAS, the Lessee and the Lender desire to amend the Loan Agreement and Chattel Mortgage dated as of January 1, 1975 between the Lessee and the Lender (the "Loan and Mortgage") to provide for a change in the Payment Dates for installment repayments of the Loans and the payment dates for interest on the unpaid balance of the Loans accruing on and after a Settlement Date under Article 2 thereof as hereinafter set forth; and

WHEREAS, the Deputy Federal Railroad Administrator is willing to approve and consent to the amendments to the Lease and to the Loan and Mortgage as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The first sentence of Section 2.2 of the Lease is hereby deleted and the following sentence is substituted therefor:

The Term Lease Commencement Date (the "Term Lease Commencement Date") for all Items of Equipment shall be July 5, 1975.

2. The third sentence of Section 2.2 of the Lease is hereby deleted and the following sentence is substituted therefor:

The installments of Periodic Rent for each Item of Equipment shall be due and payable semiannually following the Term Lease Commencement Date on January 3 and July 5 of each year, commencing January 3, 1976.

3. Section 2.1(b) of the Lease is deleted and the following is substituted therefor:

(b) Periodic Rent. For each Item of Equipment 30 consecutive semiannual installments of Periodic Rent payable in an amount equal to the sum of (i) .02528% (the "Basic Lease Rate") of the Acquisition Cost of such Item of Equipment per day for the actual number of days elapsed in each semiannual rental period and (ii) the Guaranty Fee in respect of each semiannual rental period.

4. The first sentence of the third paragraph of Article 2 of the Loan and Mortgage is hereby deleted and the following sentence is substituted therefor:

The installment repayments of the principal amount of the Loans shall be made on each January 3 and July 5, commencing January 3, 1976, to and including July 5, 1990 (or if any such date is not a business day on the next succeeding business day), each such date being hereinafter called a Payment Date.

5. The last sentence of the third paragraph of Article 2 of the Loan and Mortgage is hereby deleted and the following sentence is substituted therefor:

Interest accrued to a Settlement Date (as defined in the Sale and Lease Back Agreement), with regard to a Group then being settled for thereunder, shall be payable on that date, interest accruing on and after a Settlement Date to the Term Lease Commencement Date (as defined in the Lease) shall be payable on the Term Lease Commencement Date, and interest accruing on and after the Term Lease Commencement Date shall be payable on each January 3 and July 5 following the Term Lease Commencement Date.

6. Wherever, in Schedule B to the Loan and Mortgage, "January 2" appears, it is hereby deleted and "January 3" substituted therefor, and wherever "July 2" appears, it is hereby deleted and "July 5" substituted therefor.

This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

Except as herein expressly amended the terms and provisions of the Lease and the Loan and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

[CORPORATE SEAL]

NATIONAL RAILROAD PASSENGER CORPORATION

By Donald D. Sprague

Dated Apr. 28, 1975

ATTEST:

Walter M. Smith

[CORPORATE SEAL]

MANUFACTURERS NATIONAL BANK OF DETROIT,
as Trustee

By _____

ATTEST:

Dated _____

[CORPORATE SEAL]

FEDERAL FINANCING BANK

By Rep. M. J. J. J.

ATTEST:

Dated April 28 1975

Richard M. J. J.

The Deputy Federal Railroad Administrator consents to this
foregoing Amendment Agreement as of April , 1975.


DEPUTY FEDERAL RAILROAD ADMINISTRATOR

By _____

ATTEST:

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this 28 day of April 1975, before me personally appeared Don R. Brazier, to me personally known, who being by me duly sworn, says that he is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Patricia D. Sullace
Notary Public

[Seal]

My Commission Expires:

My Commission Expires August 31, 1978

CITY OF DETROIT)

: SS. :

STATE OF MICHIGAN)

On this day of April, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Second Vice President and Trust Officer of Manufacturers National Bank of Detroit, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.

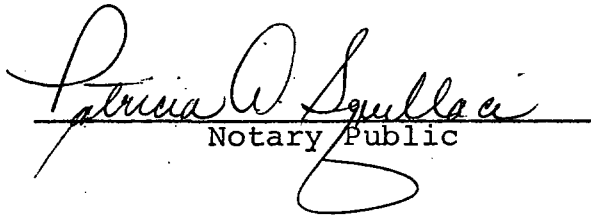
Notary Public

[Notarial Seal]

My Commission expires:

CITY OF WASHINGTON)
 : ss.:
DISTRICT OF COLUMBIA)

On this *28th* day of April, 1975, before me personally appeared *Ralph M. Forbes*, to me personally known, who, being by me duly sworn, says that he is a Vice President of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that the foregoing instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires:

My Commission Expires August 31, 1978

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this day of 1975, before me
personally appeared Asaph H. Hall, to me personally known,
who, being by me duly sworn, says that he is the Deputy
Federal Railroad Administrator, that the foregoing instru-
ment was signed by him by authority duly delegated to him
by the Secretary of Transportation; and he acknowledged
that the execution of the foregoing instrument was his free
act and deed as the Deputy Federal Railroad Administrator.

Notary Public

[Seal]

My Commission expires:

AMENDMENT AGREEMENT dated as of April 25, 1975, among National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Lessee"), Manufacturers National Bank of Detroit, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of January 1, 1975 (the "Lessor") and Federal Financing Bank (the "Lender").

WHEREAS, the Lessee and the Lessor desire to amend the Equipment Lease, dated as of January 1, 1975 between the Lessee and the Lessor (the "Lease") to provide for a change in the Term Lease Commencement Date and to provide for a change in the payment dates for installments of Periodic Rent under Section 2.2 thereof as hereinafter set forth;

WHEREAS, the Lessee and the Lessor desire to amend the Lease to provide for a change in the amount of the installments of Periodic Rent in respect of each semiannual rental period under Section 2.1(b) thereof as hereinafter set forth;

WHEREAS, the Lessee and the Lender desire to amend the Loan Agreement and Chattel Mortgage dated as of January 1, 1975 between the Lessee and the Lender (the "Loan and Mortgage") to provide for a change in the Payment Dates for installment repayments of the Loans and the payment dates for interest on the unpaid balance of the Loans accruing on and after a Settlement Date under Article 2 thereof as hereinafter set forth; and

WHEREAS, the Deputy Federal Railroad Administrator is willing to approve and consent to the amendments to the Lease and to the Loan and Mortgage as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The first sentence of Section 2.2 of the Lease is hereby deleted and the following sentence is substituted therefor:

The Term Lease Commencement Date (the "Term Lease Commencement Date") for all Items of Equipment shall be July 5, 1975.

2. The third sentence of Section 2.2 of the Lease is hereby deleted and the following sentence is substituted therefor:

The installments of Periodic Rent for each Item of Equipment shall be due and payable semiannually following the Term Lease Commencement Date on January 3 and July 5 of each year, commencing January 3, 1976.

3. Section 2.1(b) of the Lease is deleted and the following is substituted therefor:

(b) Periodic Rent. For each Item of Equipment 30 consecutive semiannual installments of Periodic Rent payable in an amount equal to the sum of (i) .02528% (the "Basic Lease Rate") of the Acquisition Cost of such Item of Equipment per day for the actual number of days elapsed in each semiannual rental period and (ii) the Guaranty Fee in respect of each semiannual rental period.

4. The first sentence of the third paragraph of Article 2 of the Loan and Mortgage is hereby deleted and the following sentence is substituted therefor:

The installment repayments of the principal amount of the Loans shall be made on each January 3 and July 5, commencing January 3, 1976, to and including July 5, 1990 (or if any such date is not a business day on the next succeeding business day), each such date being hereinafter called a Payment Date.

5. The last sentence of the third paragraph of Article 2 of the Loan and Mortgage is hereby deleted and the following sentence is substituted therefor:

Interest accrued to a Settlement Date (as defined in the Sale and Lease Back Agreement), with regard to a Group then being settled for thereunder, shall be payable on that date, interest accruing on and after a Settlement Date to the Term Lease Commencement Date (as defined in the Lease) shall be payable on the Term Lease Commencement Date, and interest accruing on and after the Term Lease Commencement Date shall be payable on each January 3 and July 5 following the Term Lease Commencement Date.

6. Wherever, in Schedule B to the Loan and Mortgage, "January 2" appears, it is hereby deleted and "January 3" substituted therefor, and wherever "July 2" appears, it is hereby deleted and "July 5" substituted therefor.

This Amendment Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

Except as herein expressly amended the terms and provisions of the Lease and the Loan and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

[CORPORATE SEAL]

NATIONAL RAILROAD PASSENGER CORPORATION

By _____

ATTEST:

Dated _____

[CORPORATE SEAL]

MANUFACTURERS NATIONAL BANK OF DETROIT,
as Trustee

By 
Second Vice President and Trust Officer

Dated APR 28 1975

ATTEST:



Louis M. Paige
Trust Officer

[CORPORATE SEAL]

FEDERAL FINANCING BANK

By _____

Dated _____

ATTEST:

The Deputy Federal Railroad Administrator consents to this
foregoing Amendment Agreement as of April , 1975.

DEPUTY FEDERAL RAILROAD ADMINISTRATOR

By _____

ATTEST:

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this day of 1975, before me personally appeared Don R. Brazier, to me personally known, who being by me duly sworn, says that he is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

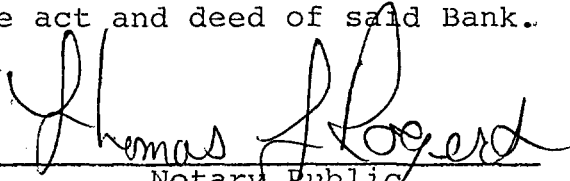
Notary Public

[Seal]

My Commission Expires:

CITY OF DETROIT)
 : ss.:
STATE OF MICHIGAN)

On this 28th day of April, 1975, before me personally appeared DONALD E. BLACK , to me personally known, who, being by me duly sworn, says that he is a Second Vice President and Trust Officer of Manufacturers National Bank of Detroit, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.



Notary Public

[Notarial Seal]

My Commission expires:

THOMAS J. ROGERS
Notary Public Wayne County, Mich.
My Commission Expires April 17, 1976

CITY OF WASHINGTON)
: ss.:
DISTRICT OF COLUMBIA)

On this day of April, 1975, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that the foregoing instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires:

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this day of 1975, before me
personally appeared Asaph H. Hall, to me personally known,
who, being by me duly sworn, says that he is the Deputy
Federal Railroad Administrator, that the foregoing instru-
ment was signed by him by authority duly delegated to him
by the Secretary of Transportation; and he acknowledged
that the execution of the foregoing instrument was his free
act and deed as the Deputy Federal Railroad Administrator.

.....

Notary Public

[Seal]

My Commission expires:

AMENDMENT AGREEMENT dated as of April 25, 1975, among National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Lessee"), Manufacturers National Bank of Detroit, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of January 1, 1975 (the "Lessor") and Federal Financing Bank (the "Lender").

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WHEREAS, the Lessee and the Lessor desire to amend the Lease to provide for a change in the amount of the installments of Periodic Rent in respect of each semiannual rental period under Section 2.1(b) thereof as hereinafter set forth;

WHEREAS, the Lessee and the Lender desire to amend the Loan Agreement and Chattel Mortgage dated as of January 1, 1975 between the Lessee and the Lender (the "Loan and Mortgage") to provide for a change in the Payment Dates for installment repayments of the Loans and the payment dates for interest on the unpaid balance of the Loans accruing on and after a Settlement Date under Article 2 thereof as hereinafter set forth; and

WHEREAS, the Deputy Federal Railroad Administrator is willing to approve and consent to the amendments to the Lease and to the Loan and Mortgage as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The first sentence of Section 2.2 of the Lease is hereby deleted and the following sentence is substituted therefor:

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(b) Periodic Rent. For each Item of Equipment 30 consecutive semiannual installments of Periodic Rent payable in an amount equal to the sum of (i) .02528% (the "Basic Lease Rate") of the Acquisition Cost of such Item of Equipment per day for the actual number of days elapsed in each semiannual rental period and (ii) the Guaranty Fee in respect of each semiannual rental period.

4. The first sentence of the third paragraph of Article 2 of the Loan and Mortgage is hereby deleted and the following sentence is substituted therefor:

The installment repayments of the principal amount of the Loans shall be made on each January 3 and July 5, commencing January 3, 1976, to and including July 5, 1990 (or if any such date is not a business day on the next succeeding business day), each such date being hereinafter called a Payment Date.

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6. Wherever, in Schedule B to the Loan and Mortgage, "January 2" appears, it is hereby deleted and "January 3" substituted therefor, and wherever "July 2" appears, it is hereby deleted and "July 5" substituted therefor.

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Except as herein expressly amended the terms and provisions of the Lease and the Loan and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

[CORPORATE SEAL]

NATIONAL RAILROAD PASSENGER CORPORATION

By _____

ATTEST:

Dated _____

[CORPORATE SEAL]

MANUFACTURERS NATIONAL BANK OF DETROIT,
as Trustee

By _____

ATTEST:

Dated _____

[CORPORATE SEAL]

FEDERAL FINANCING BANK

By _____

ATTEST:

Dated _____

The Deputy Federal Railroad Administrator consents to this
foregoing Amendment Agreement as of April 28, 1975.

DEPUTY FEDERAL RAILROAD ADMINISTRATOR

By Joseph A. Hall

ATTEST:

Christopher S. Moffatt
Counsel, FRA

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this day of 1975, before me personally
appeared Don R. Brazier, to me personally known, who being
by me duly sworn, says that he is Treasurer of NATIONAL
RAILROAD PASSENGER CORPORATION, that one of the seals affixed
to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors; and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

[Seal]

My Commission Expires:

CITY OF DETROIT)

: SS. :

STATE OF MICHIGAN)

On this day of April, 1975, before me personally
appeared , to me personally known, who

Notary Public

[Notarial Seal]

My Commission expires:

CITY OF WASHINGTON)

: SS. :

DISTRICT OF COLUMBIA)

On this day of April, 1975, before me personally
appeared , to me personally known,


Notary Public

[Notarial Seal]

My Commission expires:

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this 28th day of April 1975, before me personally appeared Asaph H. Hall, to me personally known, who, being by me duly sworn, says that he is the Deputy Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Deputy Federal Railroad Administrator.



Notary Public

[Seal]

My Commission expires: My Commission Expires April 30, 1977